

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: First Amendment to Agreement Relative to the Seminole County/City of Sanford Infrastructure Improvements HUD/CDBG Subrecipient Agreement Program Year 2003-2004

DEPARTMENT: Planning and Development **DIVISION:** Community Resources

AUTHORIZED BY: Donald S. Fisher **CONTACT:** Robert Heenan **EXT.** 7380

Agenda Date 10/26/2004 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the First Amendment to the Seminole County/City of Sanford Infrastructure Improvements HUD/CDBG Subrecipient Agreement for Program Year 2003-2004.




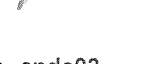
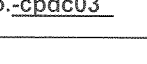

(District 5- McLain)

BACKGROUND:

On September 23, 2003, The Board of County Commissioners (Board) entered into a CDBG Subrecipient Agreement with the City of Sanford (City) for the purpose of constructing and improving sanitary sewer systems, street repair and resurfacing in the 19th Street/Roosevelt Avenue area of the Goldsboro low-moderate income CDBG service area.

The construction is about to reach substantial completion and the City has an opportunity to enhance the project by completely paving Pear Avenue and Roosevelt Avenue in lieu of leaving those portions of roads with shell base roadways. The contractor has quoted a price of \$13,246.00 to perform this work and will hold the quoted price for 90 days. CDBG funds are budgeted for this project.

Staff recommends and the Board is requested to execute the attached First Amendment to the Subrecipient Agreement.

Reviewed by:	
Co Atty:	
DFS:	
Other:	
DCM:	
CM:	
File No. <u>-cpdc03</u>	

City of Sanford, Florida

Utility Department

P.O. Box 1788 • 32772-1788

Telephone (407) 330-5640

September 30, 2004

Tim Howard
Seminole County Community Development
1101 East First Street
Sanford, FL 32771

Re: First Amendment to the Seminole County/City of Sanford Infrastructure Improvement
HUD/CDBG Subrecipient Agreement

Dear Tim:

Please find enclosed two (2) original agreements executed by the City. It will be necessary for the County Commission to execute. I will need one (1) fully signed agreement back.

Should you have any questions, please call me at 407/330-5640.

Sincerely,

CITY OF SANFORD



Paul Moore, P.E.
Utility Director

PM/ap

enclosures

FIRST AMENDMENT TO AGREEMENT
RELATIVE TO THE
SEMINOLE COUNTY/CITY OF SANFORD INFRASTRUCTURE IMPROVEMENTS
HUD/CDBG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2003-2004

THIS FIRST AMENDMENT TO AGREEMENT, entered into this _____ day of _____, 2004, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and CITY OF SANFORD, a political subdivision of the State of Florida, whose mailing address is P.O. Box 1788, Sanford, Florida, 32772-1788, hereinafter referred to as "SANFORD".

WHEREAS, COUNTY and SANFORD heretofore entered into that certain Seminole County City of Sanford Infrastructure Improvements HUD/ CDBG Subrecipient Agreement, Program Year 2003-2004 (the "Agreement"); and

WHEREAS, COUNTY and SANFORD have both determined that it serves a desirable and needed public purpose to modify the scope of the project to include an additional paving project along Roosevelt Avenue and Pear Avenue within the City of Sanford; and

WHEREAS, neither the Agreement, the Scope of Services attached thereto as Exhibit A or the Project Budget attached as Exhibit B thereto presently provide the requisite authority to fund the additional desired project without formal amendment to those documents; and

WHEREAS, COUNTY has an additional THIRTEEN THOUSAND TWO HUNDRED FORTY-SIX AND NO/100 DOLLARS (\$13,246.00) of available CDBG funds to commit to the above described paving project; and

WHEREAS, this First Amendment represents the best means of memorializing the changed circumstances and desired objectives of both parties:

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and form a material part of this First Amendment and of the Agreement, as hereby amended, upon which the parties have relied.

Section 2. Replacement of Exhibit A to Agreement. Exhibit A, "Scope of Services" to the Agreement is hereby superseded and replaced by Exhibit A-1 together with the four (4) attachments thereto ("Revised Scope of Services") as the same are attached to this First Amendment.

Section 3. Replacement of Exhibit B to Agreement. Exhibit B, "Project Budget" to the Agreement is hereby superseded and replaced by Exhibit B-1 ("Revised Project Budget") attached to this First Amendment.

Section 4. Amendment To Fourth Recital of Agreement. By virtue of the increase in funding for the project through adoption of this First Amendment, the fourth recital on page 1 of the Agreement is hereby amended to read as follows:

~~"WHEREAS, the COUNTY has allocated FOUR HUNDRED AND NINE THOUSAND, SEVEN HUNDRED AND TWENTY SIX AND NO/100 DOLLARS (\$409,726.00)~~ FOUR HUNDRED TWENTY-TWO THOUSAND NINE HUNDRED SEVENTY-TWO AND NO/100 DOLLARS (\$422,972.00) of HUD/CDBG funds for such improvements; and"

Section 5. Deletion of Section 2(f) of The Agreement. Section 2(f) of the Agreement contained a definition of "Very Low Income" which is hereby deleted from the Agreement. Such deletion shall be deemed effective nunc pro tunc to the original effective date of the Agreement. Said definition was and is inapplicable for the Agreement's purposes as the CDBG funded project only applies to neighborhoods of low and moderate income as defined in the Agreement.

Section 6. Amendments To Section 5 of The Agreement. Sections 5(a) and (b) of the Agreement are hereby amended to reflect the increase in funding by the County. Section 5(i) of the Agreement is hereby amended to provide for automatic termination of the Agreement in the event SANFORD receives an interest in any real property through use of funds provided in the Agreement without COUNTY's express authorization. Paragraphs (c), (d), (e), (f), (g) and (h) of Section 5 shall remain unchanged and in full force and effect. Paragraphs 5(a), (b) and (i) shall henceforth read as follows:

"(a) The COUNTY shall reimburse SANFORD for its administration costs and for funds paid to the contractors, subcontractors and vendors selected by SANFORD to provide services under this Agreement in accordance with the Project Budget, attached hereto as Exhibit B-1 and incorporated herein by reference."

"(b) The COUNTY has allocated ~~FOUR HUNDRED AND NINE THOUSAND, SEVEN HUNDRED AND TWENTY SIX AND NO/100 DOLLARS (\$409,726.00)~~ FOUR HUNDRED TWENTY-TWO THOUSAND NINE HUNDRED SEVENTY-TWO AND NO/100 DOLLARS (\$422,972.00) of HUD funds for completion of this Agreement. The COUNTY will reimburse SANFORD for the services rendered under this Agreement up

to ~~FOUR HUNDRED AND NINE THOUSAND, SEVEN HUNDRED AND TWENTY SIX AND NO/100 DOLLARS (\$409,726.00)~~ FOUR HUNDRED TWENTY-TWO THOUSAND NINE HUNDRED SEVENTY-TWO AND NO/100 DOLLARS (\$422,972.00). In the event that SANFORD does not require the full amount of ~~FOUR HUNDRED AND NINE THOUSAND, SEVEN HUNDRED AND TWENTY SIX AND NO/100 DOLLARS (\$409,726.00)~~ FOUR HUNDRED TWENTY-TWO THOUSAND NINE HUNDRED SEVENTY-TWO AND NO/100 DOLLARS (\$422,972.00), as reflected in the bids received and reviewed by both parties to this Agreement, the CD Administrator reserves the right to reallocate such funds to other HUD projects."

"(i) SANFORD shall not be reimbursed for any acquisition, purchase, donation or receipt of any interest in real property or benefits by a real property owner of any real property unless SANFORD has first received written authorization from the CD Administrator. The acquisition, purchase, donation or receipt of any interest in real property or benefits by a real property owner of any real property by SANFORD without such authorization shall automatically terminate this Agreement."

Section 7. Amendment To Section 9(d) of The Agreement. Section 9(d) of the Agreement is hereby amended to require monthly reporting of project expenditures based on the revised Scope of Services established by adoption of this First Amendment. Section 9(d) shall henceforth read as follows:

"(d) SANFORD shall complete and provide to the CD Administrator a monthly report on the Subrecipient Report attached hereto as Exhibit C. Such reports shall be due no later than the fifteenth (15th) day of each month, commencing on the date of execution of this Agreement and

concluding upon the completion of all services described in Exhibit A-1."

Section 8. Amendment To Section 11 of The Agreement. Section 11 of the Agreement is hereby amended to reflect reference to the revised Scope of Services in Exhibit A-1 established by adoption of this First Amendment. Section 11 shall henceforth read as follows:

"**Section 11. Subcontracts.** All contracts made by SANFORD to perform the activities described in Exhibit A-1 shall comply with all applicable laws, rules and regulations set forth in the Agreement. Only subcontracts for work or services as set forth in Exhibit A-1 are authorized by this Agreement. Any further work or services which SANFORD wishes to subcontract must be approved in writing by the CD Administrator and may not exceed the financial restraints forth in Section 5 of this Agreement."

Section 9. Amendment To Section 22(b) of The Agreement. Section 22(b) of the Agreement is hereby amended to specify required completion and submission of a disclosure form in the event any funds received under the Agreement are used for lobbying any Federal employee, agency or Member of Congress. Section 22(b) shall henceforth read as follows:

"(b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this Agreement, SANFORD shall complete and submit Standard Form SF-LLL, a "Disclosure of Lobbying Activities"

~~standard form~~ or any subsequent equivalent as approved by the Office of Management and Budget.

Section 10. Effect of First Amendment on Agreement. The remaining portions of the Agreement and the exhibits/attachments thereto not expressly amended by this instrument shall remain in full force and effect for the remaining term of the Agreement. The Severability clause in section 26 of the agreement shall be deemed applicable to this First Amendment. The term of this First Amendment shall be the same as that for the Previous Agreement itself.


IN WITNESS WHEREOF, the parties have executed this instrument for the purposes herein expressed.

ATTEST:


JANET R. DOUGHERTY, City Clerk

CITY OF SANFORD

By:


BRADY M. LESSARD, Mayor

Date:

September 20, 2004

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

County Attorney

Exhibits:

1. Exhibit A-1 - Revised Scope of Services w/ Attachments
2. Exhibit B-1 - Revised Project Budget

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Agreement.doc

EXHIBIT A-1

REVISED SCOPE OF SERVICES

GENERALLY:

SANFORD shall construct and improve sanitary sewer systems, street repair and resurfacing, and associated construction work in the area of Sanford known as Goldsboro, as depicted on Attachment 1 and Attachment 3 hereof. Such work shall be undertaken in compliance with the specifications set forth in Attachment 2 and Attachment 4 hereof.

SPECIFIC OBLIGATIONS:

1. SANFORD shall prepare all legal documents required for bidding in accordance with legal requirements. The documents shall be submitted to COUNTY for review and approval prior to commencement of the bidding process.

2. SANFORD shall advertise for bids and provide bidding contractors a specific response period in accordance with legal requirements.

3. Following the close of the bidding period, the COUNTY and SANFORD shall jointly review the bids received and contractor qualifications. SANFORD shall select, upon COUNTY approval, the contractor to be awarded the construction work. SANFORD shall prepare and negotiate a contract with the selected contractor and make an appropriate bid and contract award.

4. SANFORD and the COUNTY shall hold a pre-construction conference with the contractor, subcontractor, private utilities

representatives, city representatives and other appropriate persons for the purpose of:

- (a) Identifying the SANFORD project manager;
- (b) Identifying the contractor's project manager;
- (c) Identifying the field monitors;
- (d) Discussing the plans and specifications;
- (e) Discussing construction procedures and scheduling;
- (f) Answering any questions prior to construction; and
- (g) Discussing Federal requirements and regulations.

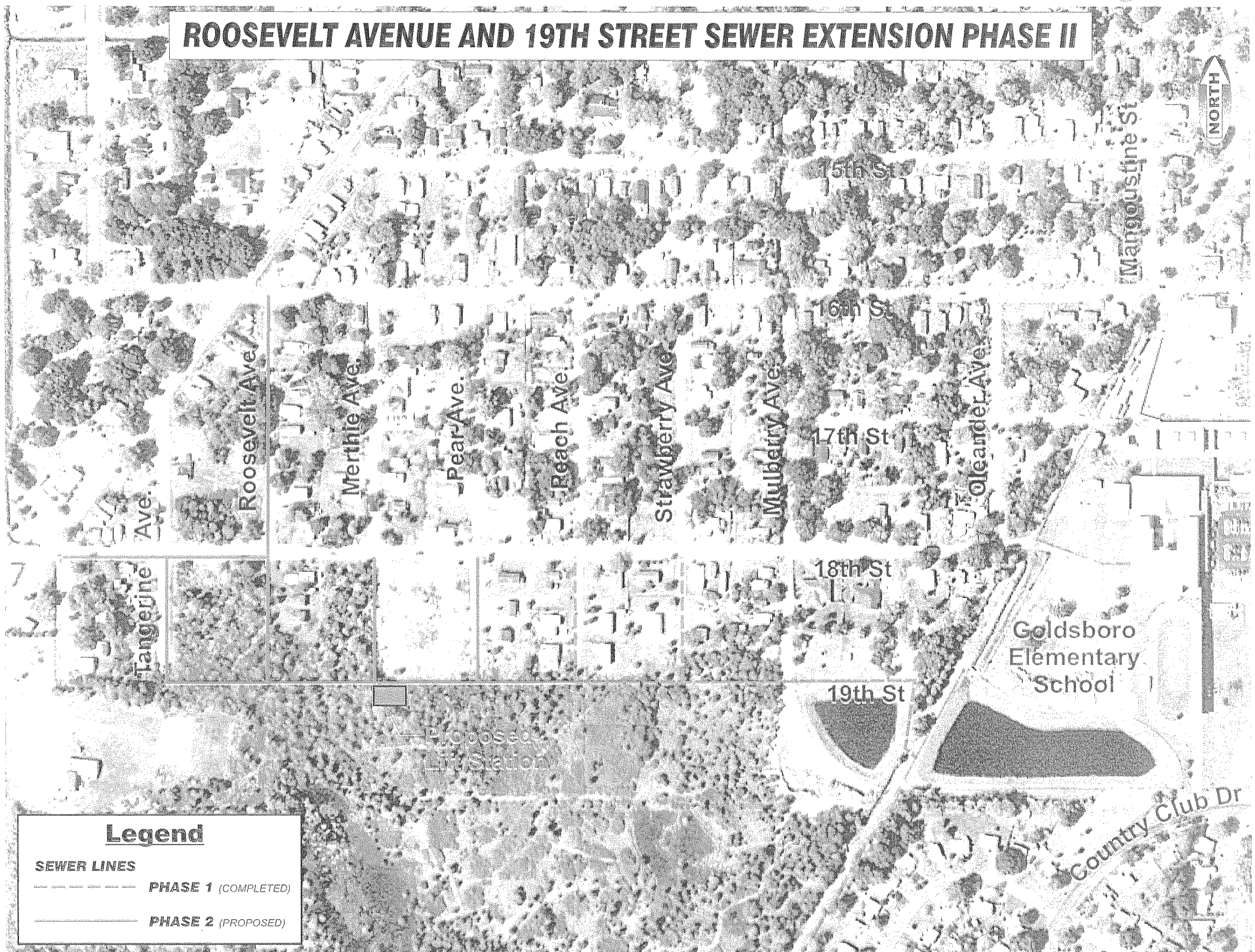
5. SANFORD shall monitor and inspect all construction activities to ensure compliance with this Agreement.

6. SANFORD shall secure any necessary permits or certificates.

7. The SANFORD project manager shall be the liaison to the COUNTY and responsible for responding to all request by the COUNTY.

8. SANFORD shall not acquire nor negotiate the purchase, donation or receipt of benefits by a real property owner of any real property or any interest in real property without first seeking consultation with the COUNTY.

ROOSEVELT AVENUE AND 19TH STREET SEWER EXTENSION PHASE II



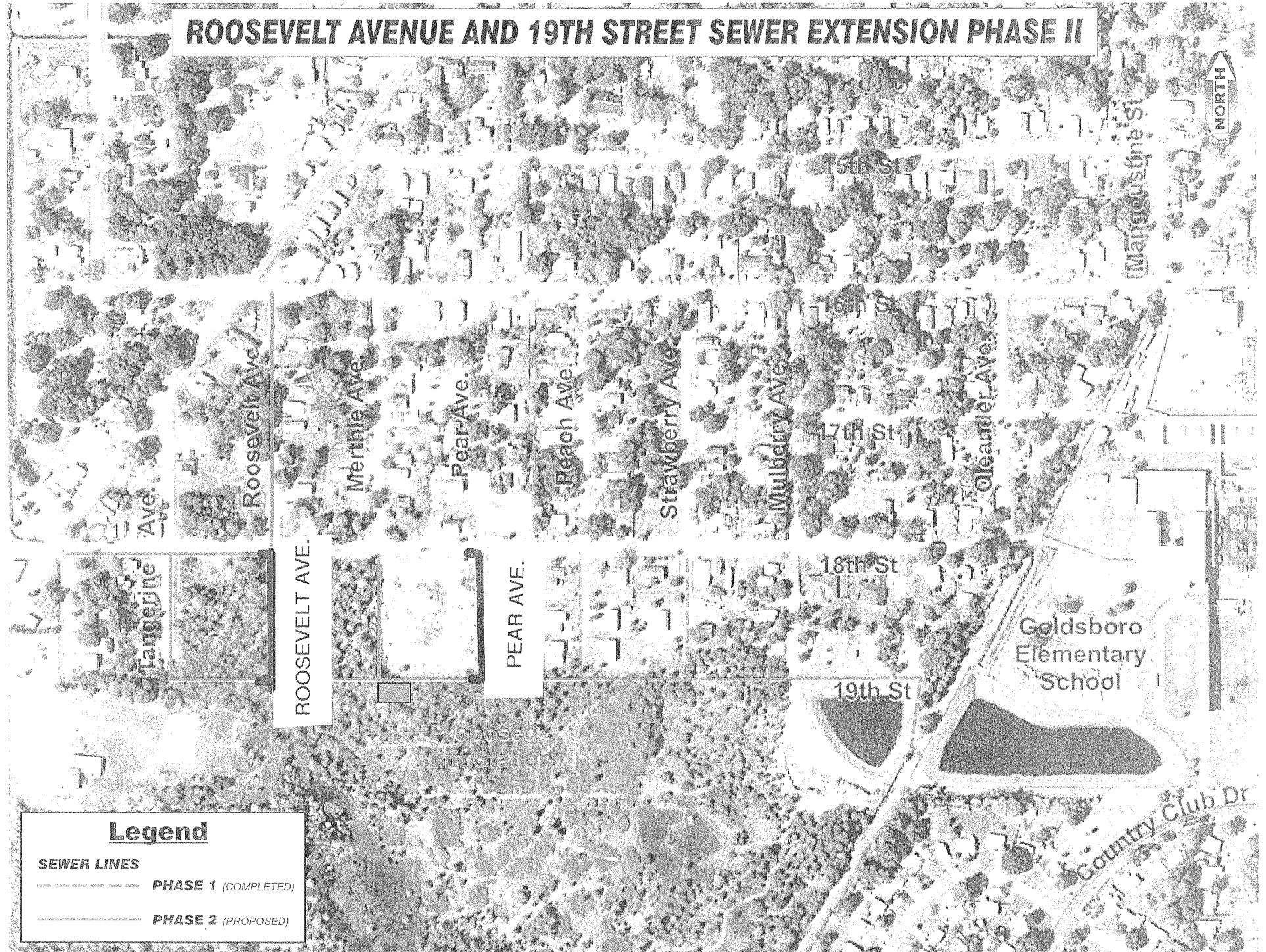
ATTACHMENT 2 EXHIBIT A-1

CITY OF SANFORD
ROOSEVELT AVE. / 19TH ST. SANITARY SEWER AND LIFT STATION PHASE II
CPH PROJECT NO. S0650.01
6/30/2003

OPINION OF PROBABLE CONSTRUCTION COST

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
1	Mobilization	LS	1	\$30,000	\$30,000
2	Preconstruction Video	LS	1	\$2,000	\$2,000
3	Maintenance of Traffic	LS	1	\$8,000	\$8,000
4	Erosion and Sediment Control	LS	1	\$5,000	\$5,000
5	Staked Silt Fence Along Existing Stormwater Pond	LF	466	\$2.00	\$932
6	Clearing and Grubbing	LS	1	\$5,000	\$5,000
7	Restoration	LS	1	\$5,000	\$5,000
8	12" Stabilized Subbase	SY	3339.0	\$7.00	\$23,373
9	8" Limerock Base Course	SY	3222.1	\$15.00	\$48,332
10	Remove and Replace 12" Stabilized Shell Road	SY	773.2	\$9.00	\$6,959
11	Remove Existing Pavement	SY	3115.4	\$5.00	\$15,577
12	Type S Asphaltic Concrete (1.75")	SY	3222.1	\$13.00	\$41,887
13	Remove and Replace Concrete Driveway	SY	29.4	\$30	\$882
14	Curb and Gutter (Remove and Replace)	LF	18	\$25	\$450
15	Remove and Reinstall Existing Chain Link Fence	LS	1	\$500	\$500
16	Type 'B' Fence and Posts at Lift Station Site	LF	85	\$15	\$1,275
17	Double Swing Gate at Lift Station Site (12' Opening)	EA	1	\$900	\$900
18	Seed and Mulch	SY	1664.2	\$0.50	\$832
19	Sodding (Bahia)	SY	3220.9	\$2.00	\$6,442
20	Lift Station	LS	1	\$150,000	\$150,000
21	Fittings (DI) (F&I) 6" FM	TN	0.20	\$7,000	\$1,400
22	8" PVC Sanitary Sewer (4'-6')	LF	380	\$24	\$9,120
23	8" PVC Sanitary Sewer (6'-8')	LF	1091	\$27	\$29,457
24	8" PVC Sanitary Sewer (8'-10')	LF	1251	\$32	\$40,032
25	8" PVC Sanitary Sewer (10'-12')	LF	40	\$37	\$1,480
26	6" PVC Sewer Force Main (Outside Lift Station Site)	LF	410	\$16	\$6,560
27	Sanitary Sewer Lateral (6" PVC)	LF	500	\$25	\$12,500
28	Utility Manhole (F&I) Standard (3' - 6')	EA	4	\$1,800	\$7,200
29	Utility Manhole (F&I) Standard (6' - 8')	EA	4	\$2,100	\$8,400
30	Utility Manhole (F&I) Standard (8' - 10')	EA	2	\$2,500	\$5,000
31	Utility Manhole (F&I) Standard (10' - 12')	EA	4	\$3,300	\$13,200
32	Install Liner at Existing Manhole	LS	1	\$4,000	\$4,000
33	6" Plug Valve	EA	1	\$750	\$750
34	Connect to Existing Sewer Manhole	EA	1	\$1,200	\$1,200
35	Sewer Service (Single Service)	EA	7	\$300	\$2,100
36	Sewer Service (Double Service)	EA	10	\$400	\$4,000
SUB-TOTAL					\$499,740
5% Contingency					\$24,987
TOTAL					\$524,726

ROOSEVELT AVENUE AND 19TH STREET SEWER EXTENSION PHASE II



Legend

SEWER LINES

PHASE 1 (COMPLETED)

PHASE 2 (PROPOSED)

ATTACMENT 4 EXHIBIT A-1

Progressive Contractors, Inc.
3702 Olson Dr.
Daytona Beach, FL 32124
Ph (386) 258-3807 * Fax (386) 258-3788

July 15, 2004

Mr. Tim Howard
Seminole County Community Development
1000 East First Street
Sanford, Florida 32771

Dear Tim;

The following costs are proposed to install base and paving in lieu of shell road on a portion of Pear Avenue and Roosevelt Avenue.

Additional Work

	Qty	Unit	Unit Price	Total
(1) Remove Existing Pavement	716	SY	\$ 4.00	\$ 2,864.00
(2) 12" Stabilized Sub-base	716	SY	\$ 3.00	\$ 2,148.00
(3) 8" Limerock base	716	SY	\$ 11.50	\$ 8,234.00
(4) Type "S" Asphaltic Concrete	716	SY	\$ 15.00	\$ 10,740.00
				<u>\$ 23,986.00</u>

Deductions

	Qty	Unit	Unit Price	Total
(1) 12" Stabilized Shell Road	716	SY	\$ 15.00	\$ 10,740.00

Total Additional Costs

\$ 13,246.00

Respectfully,

Jerry Randall
President

EXHIBIT B-1

REVISED PROJECT BUDGET

Activity	Budget
Reimbursement for the administration and construction of improvements to sanitary sewer systems, street repair and resurfacing, and associated construction work per original Agreement.	\$409,726.00
<u>Additional paving costs for the portion of Pear Avenue and Roosevelt Avenue as authorized by the First Amendment to the Agreement.</u>	<u>\$ 13,246.00</u>
<u>Combined total revised project costs.</u>	<u>\$422,972.00</u>